

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

In re: Target corporation Customer Date Security Breach Litigation ) MDL No. 14-2522 (PAM/JJK)  
This Document Relates to: ) OBJECTIONS TO PROPOSED CLASS ACTION  
All Consumer Cases ) SETTLEMENT  
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Class Member, James Sciaroni, hereby objects to the proposed class action settlement in the proceeding known as *In re: Target Corporation Customer Data Security Breach Litigation*.

My name is James Sciaroni residing at 19 Savannah AVE, San Anselmo, CA 94960. Please see credit card statement attached as Exhibit A showing a \$100 purchase at Target on December 11, 2013 using my Capital One credit card. Neither my attorney nor I do not intend on attending the fairness hearing and my attorney is a civil litigation attorney with knowledge of class action and has not represented an objector.

## **INADEQUATE NON-MONETARY BENEFITS**

The Non-Monetary benefits are inadequate and consist of business changes that were already in place before the Settlement. Class Counsel trumpets the non-monetary relief in this Settlement; however Defendant's concessions are illusory. The appointment of a "Chief Information Security Officer" is not a benefit to the Class. Target searched for a "Chief Information Security Officer" before the settlement was made. On May 5, 2014, Target selected Bob DeRodes to lead Target's information technology transformation as executive vice president and chief information officer

months before the settlement agreement) Target was looking for an individual to assume the role of Chief Information Security Officer. Thus, the appointment of a Chief Information Security Officer is not a direct result of the Settlement and is not a benefit to the Class.

The remaining non-monetary relief (maintain a written information security program, maintain a process to monitor for information security events and to respond to such events determined to present a threat, and provide security training to Target employees) was already in place before the Settlement.

Before the Settlement, Target followed a set of standards referred to as the Payment Card Industry's Data Security Standard (PCI-DSS), which is required by all major credit card companies. Those standards outline the security practices for any organization that accepts, captures, stores, transmits and/or processes credit card information either manually or through an automated system. Target was certified as meeting the standard for the payment card industry in September 2013. The components of PCI-DSS apply to all transactions and include the requirement to: (1) build and maintain a secure network with appropriate firewalls; (2) protect cardholder data including stored data in any format and encrypted transmission across public networks; (3) maintain a vulnerability management program including use of anti-virus, confidential data detection and data encryption software and secure systems and applications; (4) implement strong access control measures including restricted access to cardholder data in all formats; monitor and test networks; and (6) maintain an information security policy. Target is similarly required to follow Minnesota state law which, like the law in other states, requires businesses to comply with standards that are equivalent to the PCI-DSS standards (see §325E.64 of the Minnesota State Statutes). As a result, the non-monetary relief provides no new benefits to the Class.

Even if the non-monetary relief required Target to implement new practices that benefited the Class, which it does not, the non-monetary relief permits Target to define what it will do and how it will do it, without any meaningful guidance for Court oversight. Worse, the non-monetary relief is limited to a period of 5 years (which is not disclosed in the Notice).

#### **INSUFFICIENT SETTLEMENT AGREEMENT**

The Settlement Agreement also is unfair, unreasonable, and inadequate because it does not provide for how unclaimed and/or remaining settlement funds will be distributed. No stipulation for unclaimed/remaining settlement funds was made by the Parties. Instead, Class Counsel abrogated its duties to the Class and simply reserved the decision on the distribution of unclaimed/remaining settlement funds to the Court. The Class has the right to know how unclaimed settlement funds will be distributed and ultimately used before Final Approval.

#### **UNREASONABLE ATTORNEY'S FEES**

The requested attorney's fees are unreasonable in comparison to the results achieved for the Class. The Settlement provides \$10 million in monetary benefits, which equates to 0.09 cents per Class Member. Excluding named plaintiffs that experienced no injury, the class representatives experienced unreimbursed losses in the amount of a few dollars to a few thousand dollars. The Relief does not adequately compensate the Class and Class Counsel should not receive a windfall for its poor results.

The Court should reject Class Counsel's fee request and award a reasonable percentage of the common fund. Class Counsel is requesting the equivalent of 67.5% of the common fund. Though Target is paying notice and administration costs and attorney's fees separately from the common fund, the Court should carefully scrutinize the fee amount; the results achieved for

the Class do not warrant \$6.75 million in fees. In the Eighth Circuit, the “percentage of the benefit approach” is generally recommended in common fund cases. *Johnston v. Comerica Mortg. Corp.*, 83 F.3d 241 245 (8th Cir. 1996); see also *Koenig v. U.S. Bank N.A.*, 291 F.3d 1035, 1038 (8th Cir. 2002). Although the terms of the settlement agreement provide that attorney fees derive from the Defendant rather than out of the Class’ recovery, the entire settlement amount comes from the same source. The award to the Class and the agreement on attorney fees represent a package deal. Even if the fees are paid directly to the attorneys, those fees are an aspect of the Class’ recovery. *Id.* (see *In re General Motors*, 55 F.3d at 821). Because the percentage of fund method is applicable, the Court should reject Class Counsel’s fee request and award a reasonable percentage of the common fund. For example, the Ninth Circuit, which this Court finds instructive on other points of law, has a 25% benchmark for attorney’s fees in common fund settlements. In the Ninth Circuit, Class Counsel would have needed to secure a common fund of \$27 million in order to justify a fee request of \$6.75 million. Class Counsel’s fee request is unreasonable, excessive, and unfair to the Class. Such a large fee agreement combined with a comparatively small common fund suggests collusion. The Court should reduce Class Counsel’s fee award and distribute the difference to the Class in order to protect the Class’ interests.

### EXCESSIVE INCENTIVE AWARDS

Class Counsel requests more than \$500,000 in incentive awards. The Court should reject incentive awards for named Plaintiffs that were not deposed because they did not aid in the prosecution of the case.

Date: July 23, 2015

/s/ Robert C. Black, III/s/

Robert C. Black, III  
Attorney for Objector  
7400 Metro Boulevard  
Suite 425  
Edina, MN 55439  
RCBlackLaw@aol.com  
952-831-1454

I, hereby, personally attest that I have discussed this objection with my attorney and have fully reviewed the objection.

  
Objector  
James Sciaroni

### CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing was filed electronically via CM/ECF on the 7/29/15 and served by the same means on all counsel of record.

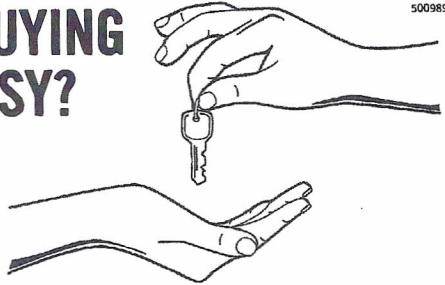
/s/ Robert C. Black, III

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## EXHIBIT A

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Capital One			Page 1 of 3													
			Customer Service 1-800-555-7070 <a href="http://www.capitalone.com">www.capitalone.com</a>													
World MasterCard	Account ending in 1224		Nov. 25 - Dec. 24, 2013 30 Days in Billing Cycle													
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.													
\$1,778.80	\$25.00	Jan 21, 2014														
PLEASE PAY AT LEAST THIS AMOUNT																
Revolving Credit Limit: \$7,500.00			Cash Advance Credit Limit: \$3,750.00													
Available Revolving Credit: \$5,721.20			Available Credit for Cash Advances: \$3,750.00													
Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance												
\$1,636.46	-\$2,516.01	+\$0.00	+\$2,658.35	=\$1,778.80												
<b>TRANSACTIONS</b> PAYMENTS, CREDITS & ADJUSTMENTS FOR JAMES C SCIARONI #1224 1 18 DEC CREDIT-CASH BACK REWARD (\$879.55) 2 21 DEC CAPITAL ONE AUTOPAY PYMTAuthDate 27-NOV (\$1,636.46)  <b>TRANSACTIONS FOR JAMES C SCIARONI #1224</b> 1 22 NOV SAFEWAY STORE00017236SAN ANSELMOCA \$21.88 2 23 NOV PETCO 368 63503684SAN RAFAELCA \$16.34 3 23 NOV WHOLEDS SRF 10071SAN RAFAELCA \$16.22 4 23 NOV ANDRONICOS MARKET 7SAN ANSELMOCA \$4.71 5 23 NOV DRIMKERSKY.COMMINETONKAMN \$59.95 6 23 NOV TRADER JOES #061 QPSAN RAFAELCA \$9.31 7 23 NOV HILDAS COFFEE SHOPSAN ANSELMOCA \$19.28 8 24 NOV WALGREENS #7445SAN ANSELMOCA \$9.21 9 24 NOV WALGREENS #7445SAN ANSELMOCA \$17.76 10 25 NOV SAFEWAY STORE00017236SAN ANSELMOCA \$21.64 11 25 NOV WHOLEDS SRF 10071SAN RAFAELCA \$7.60 12 25 NOV ANDRONICOS MARKET 7SAN ANSELMOCA \$2.49 13 26 NOV GOOD EARTH NATURAL FFAIRFAKCA \$7.98 14 27 NOV IN-N-OUT BURGER #125FAIRFIELDCA \$10.48 15 27 NOV BATH & BODY WORKS 0613CITRUS HEIGHTCA \$32.94  Transactions continue on page 2																
<b>REWARDS INFORMATION</b> PREVIOUS AVAILABLE REWARDS BALANCE \$845.35 REWARDS EARNED THIS PERIOD \$39.95 (reflects transactions posted during this billing cycle) REDEEMED THIS PERIOD (\$879.55) AVAILABLE BALANCE AS OF 12/24/2013 \$5.75  For up-to-date rewards tracking, visit <a href="http://www.capitalone.com">www.capitalone.com</a> or simply call 1-800-228-3001																
<b>INTEREST CHARGE CALCULATION</b> Your Annual Percentage Rate (APR) is the annual interest rate on your account. <table border="1"> <thead> <tr> <th>Type of Balance</th> <th>Annual Percentage Rate (APR)</th> <th>Balance Subject to Interest Rate</th> <th>Interest Charge</th> </tr> </thead> <tbody> <tr> <td>Purchases</td> <td>12.90% P</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td>Cash Advances</td> <td>24.90% P</td> <td>\$0.00</td> <td>\$0.00</td> </tr> </tbody> </table> P.I.D.F = Variable Rate. See reverse of page 1 for details					Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge	Purchases	12.90% P	\$0.00	\$0.00	Cash Advances	24.90% P	\$0.00	\$0.00
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge													
Purchases	12.90% P	\$0.00	\$0.00													
Cash Advances	24.90% P	\$0.00	\$0.00													

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Capital One			
Account ending in 1224			
Due Date	New Balance	Minimum Payment	Amount Enclosed
Jan 21, 2014	\$1,778.80	\$25.00	.
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JAMES C SCIARONI  
19 SAVANNAH AVE  
SAN ANSELMO, CA 94960-2139

|||||



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Customer Service 1-800-955-7070 <a href="http://www.capitalone.com">www.capitalone.com</a>			Nov. 25 - Dec. 24, 2013 30 Days in Billing Cycle		
World MasterCard	Account ending in 1224		Revolving Credit Limit:	\$7,500.00	
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	Available Revolving Credit:	\$5,721.20	
\$1,778.80	\$25.00	Jan 21, 2014	Cash Advance Credit Limit:	\$3,750.00	
Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance	
\$1,636.46	-\$2,516.01	+\$0.00	+\$2,658.35	=	\$1,778.80
<b>TRANSACTIONS CONTINUED</b>					
TRANSACTIONS FOR JAMES C SCIARONI #1224 (CONTINUED)					
16	27 NOV CHIPOTLE 024CITRUS HEIGHTCA	\$21.22	65	12 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$1.50
17	28 NOV BSCHTLINS800-431-2809CA	\$78.00	66	12 DEC TRADER JOE'S #061 QPSAN RAFAELCA	\$13.13
18	29 NOV WHOLEFDS SRF 10071SAN RAFAELCA	\$2.49	67	12 DEC WALGREENS #7445SAN ANSELMOCA	\$2.70
19	29 NOV IN-N-OUT BURGER #1315ACRMENTOCA	\$8.68	68	12 DEC THE SEAFOOD PEDDLERSAUSALITOCA	\$16.57
20	29 NOV TRADER JOE'S #061 QPSAN RAFAELCA	\$22.47	69	12 DEC DELANOS IGA MAREETAIRFAFXCA	\$11.29
21	29 NOV SAFEWAY STORE00017236SAN ANSELMOCA	\$14.26	70	12 DEC AUTOPAYDISH NTWKB000-894-9-131CD	\$15.59
22	29 NOV CONDE FREEMANCORTEMADERACA	\$60.00	71	12 DEC SAUSALITO PARKINGSAUSALITOCA	\$2.00
23	29 NOV LARK SHOESSAN ANSELMOCA	\$69.35	72	13 DEC TRADER JOE'S #061 QPSAN RAFAELCA	\$7.16
24	29 NOV FRADELZIOSFAIRFAXCA	\$39.75	73	13 DEC AVATARSFAIRFAXCA	\$8.70
25	30 NOV NETFLUX.COMNETFLUX.COMCA	\$7.99	74	14 DEC SAFEWAY STORE00017236SAN ANSELMOCA	\$17.22
26	30 NOV AVATARSFAIRFAXCA	\$8.70	75	14 DEC KOHL'S #1379SAN RAFAELCA	\$45.13
27	01 DEC CENTURY THEATRES 47QPSAN RAFAELCA	\$7.75	76	14 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$1.50
28	01 DEC ANDRONICOS MARKET 75AN ANSELMOCA	\$1.99	77	14 DEC TRADER JOE'S #061 QPSAN RAFAELCA	\$3.84
29	02 DEC WALGREENS #7445SAN ANSELMOCA	\$9.84	78	14 DEC MARIN ON ICESAN RAFAELCA	\$45.00
30	02 DEC CSC DIRECT PAY PHONE0004644000CA	\$302.00	79	15 DEC WALGREENS #4625SAN RAFAELCA	\$50.00
31	02 DEC STAPLES 00104927SAN RAFAELCA	\$8.49	80	15 DEC WALGREENS #7445SAN ANSELMOCA	\$9.75
32	02 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$5.46	81	15 DEC STAPLES 00104927SAN RAFAELCA	\$27.24
33	02 DEC TRADER JOE'S #061 QPSAN RAFAELCA	\$1.79	82	15 DEC DOLRTREE4724 #0047241SAN RAFAELCA	\$41.34
34	02 DEC SAFEWAY STORE00017236SAN ANSELMOCA	\$1.99	83	15 DEC COST PLNE WLD #2026GREENBRAECA	\$27.11
35	03 DEC SAFEWAY STORE00017236SAN ANSELMOCA	\$18.47	84	16 DEC KAISER 0989SAN RAFAELCA	\$53.80
36	03 DEC Tamalpais Union HSOLARISPURCA	\$46.95	85	16 DEC KAISER 02030937SAN RAFAELCA	\$95.00
37	04 DEC COMCAST CALIFORNIA800-COMCASTCA	\$76.11	86	16 DEC TRADER JOE'S #061 QPSAN RAFAELCA	\$1.69
38	04 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$17.45	87	16 DEC ANDRONICOS MARKET 75AN ANSELMOCA	\$6.34
39	04 DEC TRADER JOE'S #061 QPSAN RAFAELCA	\$14.10	88	17 DEC AVATARSFAIRFAXCA	\$8.70
40	04 DEC TRADER JOE'S #061 QPSAN RAFAELCA	\$5.99	89	17 DEC SAFEWAY STORE00017236SAN ANSELMOCA	\$9.99
41	04 DEC ANDRONICOS MARKET 75AN ANSELMOCA	\$2.49	90	17 DEC ANDRONICOS MARKET 75AN ANSELMOCA	\$2.49
42	05 DEC ANDRONICOS MARKET 75AN ANSELMOCA	\$1.49	91	19 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$7.22
43	06 DEC FFFX HLTH CLB - CKR415-459-1030CA	\$49.00	92	19 DEC PET COTTAGESAN ANSELMOCA	\$17.87
44	06 DEC CRB/CARBONITE BACKUP877-6654466MA	\$59.99	93	20 DEC SAFEWAY STORE00017236SAN ANSELMOCA	\$98.38
45	06 DEC STAPLES 00104927SAN RAFAELCA	\$52.30	94	21 DEC RALEYS #229AUBURNCA	\$4.30
46	06 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$6.85	95	21 DEC HOUSE OF BAGELSSAN RAFAELCA	\$8.34
47	06 DEC TRADER JOE'S #061 QPSAN RAFAELCA	\$13.68	96	21 DEC SUNSHINE BICYCLE CEFARFAXCA	\$128.30
48	06 DEC ANDRONICOS MARKET 75AN ANSELMOCA	\$2.49	97	22 DEC SAFEWAY STORE00015925KINGS BEACHCA	\$90.51
49	06 DEC COMFORTS CAFESAN ANSELMOCA	\$23.00	Total for James C Scaroni #1224	\$2,658.35	
50	07 DEC TARGET 00027722SAN RAFAELCA	\$25.06	► Total Transactions This Period	\$2,658.35	
51	07 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$6.10	FEES	Total Fees This Period	\$0.00
52	07 DEC CHIPOTLE 13085AN RAFAELCA	\$14.61	INTEREST CHARGED	Total Interest This Period	\$0.00
53	08 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$11.61	TOTALS YEAR TO DATE	Total Fees This Year	\$0.00
54	09 DEC V2WRLLS*AP0CC VISW800-922-0204NU	\$103.21		Total Interest This Year	\$0.00
55	09 DEC SAFEWAY STORE00017236SAN ANSELMOCA	\$26.20	Transactions continue on page 3		
56	10 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$3.98			
57	10 DEC TRADER JOE'S #061 QPSAN RAFAELCA	\$7.07			
58	10 DEC SAFEWAY STORE00017236SAN ANSELMOCA	\$28.54			
59	11 DEC TARGET 00006924NOVATOC	\$100.00			
60	11 DEC CHIPOTLE 13085AN RAFAELCA	\$5.40			
61	11 DEC SEPHORA 206NOVATOC	\$70.85			
62	11 DEC Tamalpais Union HSOLARISPURCA	\$46.95			
63	12 DEC O'REILLY AUTO 00025568SAN RAFAELCA	\$4.35			
64	12 DEC O'REILLY AUTO 00035568SAN RAFAELCA	\$4.35			